

253: Section L.15(c) states that “The cost proposal shall be provided by major cost elements: ... fringe benefits.” Unless BJC publishes for all offerors the basic information concerning the cost of the MEWA for categories of health and welfare for various employee groups, an offeror cannot provide a responsive cost proposal that presents realistic costs for health and welfare benefits. We have contacted the service provider for BJC for the health plan (we believe to be Mercer) and they would not provide the information but referred us to BJC. Mercer would be prepared to quote us for a separate plan for our staff in Paducah, but then we would be not in compliance with Section H.20 (2c).

Answer: Refer to shared documents posted on the Website as Cost and Other Information.

254: Does Section H.20 flow down to subcontractors of all tiers?

Answer: The clause contains requirements that are applicable to subcontractors. The successful offeror (new contractor) is contractually required to ensure that its subcontractors meet the requirements stated in the clause. Further, the contractor is responsible for ensuring that the proper contractual mechanisms are contained in its subcontracts to ensure compliance with the requirements.

255: When the current PACE contract expires on May 2, 2004, will it be the responsibility of the incoming Infrastructure Contractor to negotiate a new Addendum to replace the one between Bechtel Jacobs and PACE – or someone else?

Answer: After award, the infrastructure contractor(s) have the responsibility to negotiate a collective bargaining agreement in accordance with H.20(d) Labor Relations. The contractor is required to comply fully and completely with this clause, including the requirement to give due consideration to the existing collective bargaining agreements with Bechtel Jacobs and USEC.

256: What if any arrangements are being made to include employees who were first or second tier subcontract employees prior to 3/31/98 which was the last day of LMES employment? These employees are currently not covered by “grandfather” status.

Answer: The question is not clear regarding “what” the employees are to be included in; nor is it clear whether the employees being referenced are not currently grandfathered under BJC and/or the MEPP or not currently grandfathered under the RFP. Regardless, under either scenario, it is possible that some of these employees are grandfathered.

257: Does the new contractor have to participate in/accept existing BJC insurance programs and/or agreements or are we free to propose our own comprehensive insurance program?

Answer: It is not clear what insurance programs are being referenced in the question. If it is referring to employee related insurance, see Clause H.20. See also Clauses H.4, I.49, and I.100 for other types of insurance. The above is not all inclusive of the insurance requirements of the RFP. The contractor is required to maintain all insurance in compliance with the terms and conditions of the contract.

258: The RFP defines grand-fathered employees as non-managerial employees who are vested participants in the MEPP sponsored by BJC at the time of contract transition. Are vested participants limited to those employees who are 100% vested, or does it include those who are vested at a lower percentage?

Answer: The Department is not making a distinction for the purposes of its clause. For purposes of benefits under the MEPP and/or plan administration, the terms and conditions of the plan documents of the MEPP are applicable.

259: Section H.20, Work Force Transition and Human Resources Management, has verbiage and definitions that appear to only address PACE union employees (i.e., “non-managerial”, “those below the first level of supervision”). Is it DOE’s intent to exclude from workforce transition and any preference-in-hiring those Grandfathered salaried employees at Paducah (approximately 170) who currently have the same medical and pension benefits as Grandfathered PACE employees?

Answer: The “non-managerial language” in Section H.20 is applicable to salaried and represented workforce.

260: If it is DOE’s intent for Bechtel Jacobs Company (BJC) to continue to administer the medical benefits for the employees who transition to the new contractor, would it be possible for BJC to change from Aetna to Anthem as the medical provider for Paducah employees? The Aetna plan for Paducah employees (Open Choice PPO) is different than the medical plans in Oak Ridge and Portsmouth. Aetna was selected by BJC because they would cover companies with 1,000 employees, as well as subcontractors with only 2 employees. Please note that the USEC Plant in Kentucky recently changed to Anthem for both their hourly and salaried employees.

Answer: Changes to insurance providers regardless of the contractor responsible for such plans shall be made in accordance with the terms of the plan/contracts with insurance carriers, any applicable CBAs, any and all legal requirements, and all terms and conditions of the respective contracts.

261: Is it DOE's intent to provide preference in hiring to all incumbent Grandfathered employees, both hourly and salaried?

Answer: For the individuals subject to the preferences in hiring, there is, for the most part, no distinction being made between hourly and salaried or grandfathered and nongrandfathered. The following employees receive the right of first refusal and the preferences in hiring as stated in H.20 (c ) for six months after the effective date of the contract:

1. Employees on the rolls of BJC at the Portsmouth or Paducah gaseous diffusion sites at contract transition (which is the period between the award of the contract and the contractor assumes responsibility; this time period is stated in the RFP as 45 days for proposal preparation purposes, but could be less)
2. Employees on the rolls of USEC at contract transition
3. Grandfathered employees on the rolls of BJC's first and second tier subcontractors at contract transition

The right of first refusal and the preferences in hiring contain requirements imposed upon the contractor for implementation of the hiring preferences. For example, the employee has a right of first refusal at the site at which they are employed at contract transition in positions substantially equivalent to the positions they currently perform.

Obviously, recall rights under applicable collective bargaining agreements as identified in preference (5) of H.20(c ) would only be applicable to represented workforce. However, the solicitation does require if the positions are covered by a collective-bargaining agreement, the preferences shall be applied consistently with any applicable seniority at that site. Additionally, the contractor is required to comply with applicable collective bargaining agreements and all applicable laws and regulations in implementing the hiring preferences.